Although the terms of the contract limiting liability include all baggage, the decision that the limitation does not apply to hand baggage retained, except temporarily, by the passenger is undoubtedly correct. *Holmes* v. *North German Lloyd Steamship Co.*, 184 N. Y. 280, 77 N. E. 21. *Cf. Runyan* v. *Central R. Co. of New Jersey*, 61 N. J. L. 537, 41 Atl. 367. *Contra*, *Le Conteur* v. *London & South Western Ry. Co.*, L. R. 1 Q. B. 54. The words must be strictly construed, for, first, the language is that of the carrier, and second, the limitation is in derogation of his common-law liability. *Mynard* v. *Syracuse, Binghamton, & New York R. Co.*, 71 N. Y. 180. Moreover, the distinction between baggage bailed to the carrier for the journey and that retained in the personal control of the passenger is clear. See NOTES, p. 178.

CARRIERS — BAGGAGE — PERSONAL EFFECTS RETAINED IN CONTROL OF PASSENGER. — Goods disappeared from the plaintiff's handbag while it was in the custody of a servant of the defendant railroad, who was assisting the plaintiff in changing cars. No explanation of the loss was offered. *Held*, that the defendant is liable for negligence, but not as an insurer. *Hasbrouck* v. *New York Central & Hudson River R. Co.*, 202 N. Y. 363, 95 N. E. 808. See NOTES, p. 178.

CARRIERS — LIMITATION OF LIABILITY — PUBLICATION IN INTERSTATE RATE SCHEDULES AS NOTICE BINDING SHIPPER. — The plaintiff, an interstate passenger of the defendant railroad, claimed as damages the actual value of baggage lost through the defendant's negligence. The defendant in compliance with the Interstate Commerce Act had filed with the Interstate Commerce Commission, and conspicuously published, schedules of rates and regulations with notice that it undertook to check free, baggage not exceeding a certain value. A higher rate was provided for baggage in excess of this value. The plaintiff did not know of the schedules or of any limitation of liability. *Held*, that she may recover the actual value of the baggage lost. *Hooker* v. *Boston & Maine R.*, 95 N. E. 945 (Mass.).

By the common law in Massachusetts one shipping baggage is not bound by stipulations for limitation of liability of which he is ignorant. See *Hood Co.* v. *American Pneumatic Service Co.*, 191 Mass 27, 29, 77 N. E. 638. The extent of his recovery may, however, be restricted by express contract or assent to the regulations. *Bernard* v. *Adams Express Co.*, 205 Mass. 254, 91 N. E. 902; *Graves* v. *Adams Express Co.*, 176 Mass. 280, 57 N. E. 462. This is law quite generally. *Windmiller* v. *Northern Pacific Ry. Co.*, 52 Wash. 613, 101 Pac. 225. *Contra*, *Hughes* v. *Pennsylvania R. Co.*, 202 Pa. St. 222, 51 Atl. 990. See 1 HUTCHINSON, CARRIERS, 3 ed., §§ 401 *et seq.* The English law seems more favorable to the carriers in giving effect to notices of limitation not actually brought to the shipper's attention. See *Richardson, Spence, & Co.* v. *Rowntree*, [1894] A. C. 217, 219; *Parker* v. *South Eastern Ry. Co.*, 2 C. P. D. 416, 424. The Interstate Commerce Act requires schedules of rates and regulations to be filed and published. 3 U. S. COMP. STAT., 1901, Tit. 56 A, c. 1, § 6. The public are held to these rates and regulations when so filed and published regardless of knowledge of, or assent to, the rates. *Texas & Pacific Ry. Co.* v. *Mugg*, 202 U. S. 242, 26 Sup. Ct. 628; *Melody* v. *Great Northern Ry.*, 25 S. D. 606, 127 N. W. 543. Whenever Congress has seen fit properly to legislate, the state law must give way. *Gulf, Colorado, & Santa Fé Ry. Co.* v. *Hefley*, 158 U. S. 98, 15 Sup. Ct. 802. But a stipulation of limited liability is not a rate nor a regulation, nor a necessary part of the schedule required by the act, so as to take the case out of the state law. It seems, therefore, that the Massachusetts common law, which requires assent to the stipulation, was properly held to apply in the principal case. *Cf. Miller* v. *Chicago, Burlington, & Quincy R. Co.*, 85 Neb. 458, 123 N. W. 449; *Fielder* v. *Adams Express Co.*, 71 S. E. 99 (W. Va.).